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|---|------------------------------|---|
| CIVIL TRACKING ORDER (STANDING ORDER 1-88) | DOCKET NUMBER 1872CV00359 | Trial Court of Massachusetts The Superior Court  |
| CASE NAME Chirag Amin et al vs. Jane Heatley et al | | Scott W. Nickerson, Clerk of Court Barnstable County |
| TO: File Copy | | COURT NAME & ADDRESS Barnstable County Superior Court 3195 Main Street Barnstable, MA 02630 |

TRACKING ORDER - F - Fast Track

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

| STAGES OF LITIGATION | SERVED BY | FILED BY | HEARD BY |
|---|------------|------------|------------|
| Service of process made and return filed with the Court | | 10/09/2018 | |
| Response to the complaint filed (also see MRCP 12) | | 11/08/2018 | |
| All motions under MRCP 12, 19, and 20 | 11/08/2018 | 12/10/2018 | 01/07/2019 |
| All motions under MRCP 15 | 11/08/2018 | 12/10/2018 | 01/07/2019 |
| All discovery requests and depositions served and non-expert depositions completed | 05/07/2019 | | |
| All motions under MRCP 56 | 06/06/2019 | 07/08/2019 | |
| Final pre-trial conference held and/or firm trial date set | | | 11/04/2019 |
| Case shall be resolved and judgment shall issue by | | | 07/10/2020 |

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time. Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service. This case is assigned to

| | | |
|--|--------------------------------------|------------------------|
| DATE ISSUED 07/11/2018 | ASSISTANT CLERK Scott W Nickerson | PHONE (508)375-6684 |
| Date/Time Printed: 07-11-2018 15:00:13 | | |

**CIVIL ACTION COVER SHEET**

DOCKET NUMBER

1872CV359

**Trial Court of Massachusetts
The Superior Court**

PLAINTIFF(S): Chirag Amin, et al.

ADDRESS: 8447 Dunham Station Drive

Tampa, FL 33647

COUNTY
Barnstable

DEFENDANT(S): William Noyes Webster Foundation, Inc.

ATTORNEY: A. Theodore Welburn

ADDRESS: 61 Elmwood Road

Wellesley, MA 02481

781-237-3767

BBO: 521760

ADDRESS: 46 Stonehedge Drive

Barnstable, Barnstable County, Massachusetts 02630

**SUPERIOR COURT
BARNSTABLE, SS**
FILED JUL 11 2018

Scott L. Hines Clerk

TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)CODE NO.
A99TYPE OF ACTION (specify)
ContractTRACK
(F)HAS A JURY CLAIM BEEN MADE?
 YES NO

If "Other" please describe: _____

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(attach additional sheets as necessary)

A. Documented medical expenses to date:

| | | |
|--|----|----------|
| 1. Total hospital expenses | \$ | _____ |
| 2. Total doctor expenses | \$ | _____ |
| 3. Total chiropractic expenses | \$ | _____ |
| 4. Total physical therapy expenses | \$ | _____ |
| 5. Total other expenses (describe below) | \$ | _____ |
| Subtotal (A): | | \$ _____ |

B. Documented lost wages and compensation to date

C. Documented property damages to date

D. Reasonably anticipated future medical and hospital expenses

E. Reasonably anticipated lost wages

F. Other documented items of damages (describe below)

G. Briefly describe plaintiff's injury, including the nature and extent of injury:

TOTAL (A-F):\$ _____**CONTRACT CLAIMS**

(attach additional sheets as necessary)

Provide a detailed description of claims(s):

Defendants breached written agreement agreeing to pay Plaintiffs \$240,000.00. Unpaid balance is \$105,000.00 plus

TOTAL: \$ _____ \$105,000.00 +

interest which amounts Defendants have refused to pay despite demand.

Signature of Attorney/Pro Se Plaintiff: X A. H. C.

Date: 7/11/2018

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

N/A

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: X A. H. C.

Date: 7/11/2018

Commonwealth Of Massachusetts

SUPERIOR COURT
BARNSTABLE, SS
FILED JUL 11 2018
Scott W. Niles Clerk

Barnstable, ss.

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
CIVIL DOCKET NO. *1872CV359*

CHIRAG AMIN, AMAR AMIN, DIMPAL)
PARIKH, UPESH BHAKTA, and)
RAKESH AMIN)
Plaintiffs)
)
v.)
)
WILLIAM NOYES WEBSTER)
FOUNDATION, INC., JANE HEATLEY,)
PAUL COVELL, and RONALD)
DOWGIALLO,)
Defendants)
)

COMPLAINT AND DEMAND FOR TRIAL BY JURY

Parties

1. Plaintiff Chirag Amin is an individual residing at 8447 Dunham Station Drive, Tampa, Florida.
2. Plaintiff Amar Amin is an individual residing at 14 Dune Road, Ocean, New Jersey.
3. Plaintiff Dimpal Parikh is an individual residing at 1 Shinecock Hills Drive, Ocean, New Jersey.
4. Plaintiff Upesh Bhakta is an individual residing at 1201 34th Street N. St. Petersburg, Florida.

5. Plaintiff Rakesh Amin is an individual residing at 800 Main Street, Bedford, New Jersey.
6. Defendant William Noyes Webster Foundation, Inc. is a Massachusetts corporation with a principal place of business at 46 Stonehedge Drive, Barnstable, Barnstable County, Massachusetts.
7. Defendant Jane *Heatley* is an individual residing at 46 Stonehedge Drive, Barnstable, Barnstable County, Massachusetts.
8. Defendant Paul Covell is an individual residing at 546 Main Street, South Dennis, Barnstable County Massachusetts.
9. Defendant Ronald Dowgiallo is an individual residing at 376 Main Street, Massachusetts Route 28, Harwich Port, Barnstable County, Massachusetts.

Factual Allegations

10. In April 2017 Plaintiffs Chirag Amin, Amir Amin, Dimpal Parikh, Upesh Bhakta, and Rakesh Amin (collectively, the “Plaintiffs”) and Defendants William Noyes Webster Foundation, Inc. Jane Heatley, Paul Covell, and Ronald Dowgiallo (collectively the Defendants”) executed a written Settlement Agreement, dated as of April 21, 2017, settling claims Plaintiffs filed against Defendants and a counterclaim Defendant William Noyes Webster Foundation, Inc. filed against Plaintiffs.
11. Under the Settlement Agreement, Defendants agreed to pay Plaintiffs the total sum of five hundred thousand dollars (\$500,000.00), the Settlement Sum as follows:

Within thirty (30) days after the execution of this Agreement by the Plaintiffs and the Defendants, and receipt by said parties of an executed original thereof, the Defendants shall make payment to the Plaintiffs of the sum of two hundred and forty thousand dollars (\$240,000.00) (“First Settlement Payment”). The remainder of the Settlement Sum shall be paid as set forth below;

Within twenty-four (24) months after the date the Foundation opens a registered marijuana dispensary ("RMD"), the Defendants shall make payment to the Plaintiffs of the sum of two hundred and sixty thousand dollars (\$260,000.00) ("Second Settlement Payment").

12. Defendants failed to pay the First Settlement Payment of \$240,000.0 within thirty (30) days after the execution of the Settlement Agreement.
13. Thereafter, Defendants agreed to make partial payments of \$30,000.00 per month, plus interest of 10% per annum on the unpaid principal balance of the First Settlement Payment of \$240,000.00 until the First Settlement Payment was paid in full.
14. Between June 16, 2017 and October 27, 2017, Defendants made partial payments of \$135,000.00 toward the principal balance of the First Settlement Payment of \$240,000.00.
15. As of June 12, 2018 the principal balance owed on the First Settlement Payment was \$105,000.00 plus interest in the sum of \$14,104.21 for a total of \$119,104.21.
16. Despite demand, Defendants have refused and /or neglected to pay said \$119,104.21.

Count 1

Chirag Amin, Amar Amin, Dimpal Parikh, Upesh Bhakta, and
Rakesh Amin v. William Noyes Webster Foundation, Inc.
Jane Heatley, Paul Covell, and Ronald Dowgiallo

(Breach of Contract)

17. Plaintiffs incorporate herein by reference the allegations contained in paragraphs 1 – 16 above.
18. Defendants have breached the terms of the Settlement Agreement, causing financial harm to Plaintiffs.

19. Defendants are jointly liable under the Settlement Agreement for the financial harm Plaintiffs have suffered.

WHEREFORE, plaintiffs demand that:

1. Judgment be entered against Defendants jointly awarding Plaintiffs the unpaid principal balance due on the First Settlement Payment of \$105,000.00, plus interest at the rate of 10% per annum on said principal balance and costs; and
2. The Court enter such other relief as it deems just and proper.

Demand For Trial By Jury

Plaintiffs demand a trial by jury of all issues of fact triable of rights by a jury.

Dated: July 11, 2018

Chirag Amin, Amar Amin,
Dimpal Parikh, Upesh Bhakta, and
Rakesh Amin
By their attorney

A. T. W.

A. Theodore Welburn Esq. BBO # 521760
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